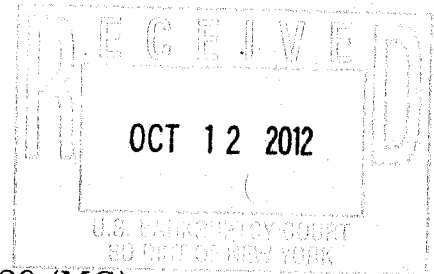


Hearing Date: October 24, 2012 at 10:00 am (ET)

Objection Deadline Date: October 17, 2012, 2012 at 4:00pm (ET)

**IN THE UNITED STATES BANKRUPTCY
COURT FOR THE SOUTHERN DISTRICT
OF NEW YORK**



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In re:

Chapter 11

Residential Capital, LLC, et al.,
GMAC Mortgage LLC

Case No. 12-12020 (MG)
Case No. 12-12032 (MG)

Debtors.

Jointly Administered

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NOTICE OF MOTION FOR RELIEF FROM STAY

1. M. Nawaz Raja and Neelum Nawaz Raja, hereby move for relief from the automatic stay as to debtors GMAC Mortgage, LLC, Residential Capital, LLC and all of their subsidiaries pursuant to 11 U.S.C. § 362 in order to proceed to trial and liquidate their claims and the claims of the M. Nawaz Raja and Neelum Nawaz Raja in the case captioned M. Nawaz Raja and Neelum Nawaz Raja *v. Indy Mac Bank FSB, et al* CL No. 55523, currently pending in the Loudoun County Circuit Court Leesburg Virginia.
2. Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products are each responsible for the misstatements and omissions of material fact contained in the Registration Statements by virtue of their direction and control over Securities. Debtors along with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products exercised dominion and control over the business operations of Securities and sold each loan multiple

time in multiple Trusts. and each of them directly participated in and exercised dominion and control over the un registered and unregulated Securities.

3. Prior pleadings indicate the loan is claimed to be part of a REMIC pool in which the loan was utilized as an asset to issue mortgage backed securities (mortgage bonds), but the Debtors et al insist on filing the papers on behalf of entities that have no current interest in the loan nor is it likely that they ever funded or purchased the loan.
4. A REMIC allows for the pooling of mortgage loans that can then be issued as a mortgage-backed security. **It is a pass-through entity for tax purposes, meaning that unlike corporations, they do not pay income tax and their owners thereby avoid the double taxation they would face from receiving corporate dividends. A REMIC is intended to be a passive investment. Because of its passive nature, a REMIC is limited as to how and when it can acquire mortgage. In particular, a REMIC must in most cases acquire its mortgages within 90 days of its start-up.**(26 U.S.C. § 860G(a)(3), (9))
The Internal Revenue Code provides for draconian penalties for REMICs that fail to comply with applicable legal requirements.”
5. **BY diverting the money and then diverting the documents away from the REMICs, the** Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products **were able to assert “ownership” of the loan thus enabling them to collect insurance, credit default swap and Federal bailout proceeds for themselves instead of the REMICs or the REMIC investors.**

6. The reason why so many notes were lost, destroyed, stolen or whatever is that if the insurers, investors, and counterparties on hedge products had actually seen the notes rather than data describing the notes, they would have known that the wrong parties were named on all the instruments, and that the REMICs were violating the rules to avoid double-taxation on a regular basis — all without the investors knowledge.
7. Further, the profits from tier II yield spread premiums, which were huge (especially in loans classified as subprime) together with the payoffs from entities who contractually agreed to waive subrogation, left the investors and the Homeowners with no way to know, much less understand, that trillions of dollars were being paid on notes, whether they were in default or not — because they were in pools where the Master Servicer ordered a write-down of the pool.
8. Like any PONZI scheme, two things are true here: the scheme that is papered over with false claims of securitization and assignments: the deal falls apart when people stop buying the bogus mortgage bonds and when it comes time to pay up or prove the transaction, there is no money to cover it. So the Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products painted themselves into a corner that is causing the long arm of the law to close in on them due to upcoming statutes of limitations: in an ironic twist, if the loans turn out to be performing or were false declared to be in default or were false declared to be devalued, then the money received by the Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG,

and DB Products is due back to the insurers and other parties who paid.

9. And based upon the misrepresentation of the quality of the loans or even the existence of the loans, and the fact that the payment was predicated upon a good faith belief that defaults had occurred when in fact they had not. Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products created manufactured defaults to get them unjustly rich, through Credit Default Swap, insurance proceeds and illegal foreclosures by these entities.
10. Since the loans were aggregated into false mortgage bonds, the Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products were able to sell the same pool multiple¹ times which they called leveraging. And THAT is why a modified loan represents a huge loss to them. When the number of modified, reinstated or settled loans reaches critical mass, the recipients of the insurance, credit default swap and federal bailouts must pay that money back under either contract law or tort law (fraud).
11. So the "Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products" **must do everything within its power to maintain the appearance of a default even if there was no default or else they not only give up their claim for default interest, they must give up multiples of the original loan that they received from third parties based upon false pretenses.**

¹ Movant's loan of **\$ 491,250.00** was sold by these entities for **\$ 91, 662, 688.32** in more than 48 Trusts and each of **48 Trust** have 06 more sub shell Trusts and thus total makes **48x6= 288 Trusts**. Certified copies from SEC are available as proof.

12. Having received the insurance, credit default swap and federal bailout money, the original debt has been extinguished because the "creditor" has been paid in full according to the paperwork existing at the time of the payment from these co-obligors. The parties that paid would ordinarily have a claim for contribution against the borrower, but in most cases they contracted that right away. Hence the property could emerge debt free and definitely unencumbered by a mortgage.
13. The Mortgages followed a path of false paper and diverted money; the liability for the, Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, DB Products and professionals that put these deals together might include a criminal conspiracy — but even without that the REMIC rules are very clear. Violation means double taxation, and with interest and penalties that alone could be enough to change the landscape of Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products, insurers, law firms and accountants.
14. That failure appears to cause the trusts to fail both the definitional requirement and the timing requirement that are necessary to elect REMIC status. Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products fail the definition requirement because they do not own obligations, and what they do own does not appear to be secured by interests in real property.
15. This calamity is compounded by the fact that, Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, DB Products and

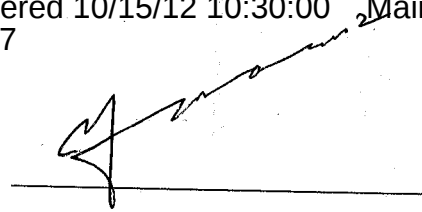

those **professional advisers should have known that the REMICs they created were flawed from the start.** If these losses are realized, **those professionals will face suits for damages so large that they could put them out of business.** The issue of REMIC failure for tax purposes is important in at least three contexts:

- (1) **in any potential effort by the IRS to clean up this industry;**
- (2) **in civil lawsuits brought by REMIC investors against promoters, underwriters, and other parties who pooled mortgages and sold mortgage-backed securities; and**
- (3) state **and federal prosecutors and regulators who consider bringing criminal or civil claims against promoters, underwriters, and other parties including** Debtors in possession in a joint venture with Indy Mac Bank FSB, Deutsche Bank AG, and DB Products **who pooled mortgages and sold MBSs, multi times in violation of Securities Laws.**

16. Such motion shall be heard on October 24, 2012 at 10:00 a.m. This motion is based on the affidavit of M. Nawaz Raja and Neelum Nawaz Raja filed herewith, memorandum of points and authorities and exhibits thereto, the records on file in this action, and such other evidence and oral argument as will be permitted by the Court.

17. Please note that the relief requested may be granted without a hearing if no Objection is timely filed and served in accordance with the Case Management Procedures.

Respectfully submitted please


M. Nawaz Raja & Neelum Nawaz Raja
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email: therajafamily@gmail.com
Telephone: (540) 687-0004
Date 10/10/2012 10-10-12

ACKNOWLEDGEMENT

State of VIRGINIA
County of LOUDOUN

Acknowledged, subscribed and sworn to before me this 10th day
of OCTOBER 2012

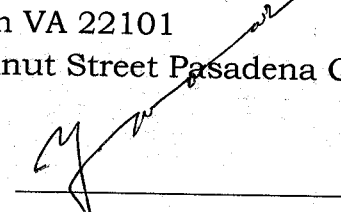
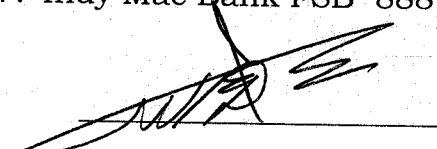
Notary Registration Number: 7165403 Notary Public: Kashir Khan
My Commission Expires: 10/31/2012 SEAL

KASHIR Z. KHAN
NOTARY PUBLIC
COMMONWEALTH OF VIRGINIA
REGISTRATION #7165403
MY COMM. EXPIRES 10/31/2012

CERTIFICATE OF SERVICE

Certified that a copy of the above was mailed to the followings on October 10, 2012
via United States Postal Service, First Class Mail. Postage paid;

1. MORRISON & FOERSTER LLP (Counsel for Debtors and Debtors in Possession),
1290 Avenue of Americas New York, NY 10104
2. Deutsche Bank AG, 345 Park Avenue
New York, NY 10154
3. Deutsche Bank Securities Inc, 60 Wall St. New York, NY, 10005
4. Deutsche Bank Structured Products Inc, 60 Wall St. New York, NY, 10005
5. Deutsche Bank ALT-A Securities, 60 Wall St. New York, NY, 10005
6. Deutsche Bank National Trust Company, 1761 E Saint Andrew Place Santa Ana
CA 92705 Drive, 3rd Floor McLean VA 22101
7. Indy Mac Bank FSB 888 East Walnut Street Pasadena CA 91101


M. Nawaz Raja & Neelum Nawaz Raja Pro Se

Dated 10/10/2012 10-10-12